

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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GREENVILLE, S. C.
OCT 12 12 43 PM '80
WALTERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CLYDE C. RICHARD

(hereinafter referred to as Mortgagor) is well and truly indebted unto CAPITAL BANK AND TRUST OF PIEDMONT, S. C.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty-Five Thousand and 00/100

Dollars (\$ 25,000.00) due and payable

in one hundred twenty (120) equal monthly installments consisting of Three Hundred Eighty-Eight and 91/100 (\$388.91) Dollars each, commencing on April 25, 1980 and continuing each month thereafter until paid, except the final payment of principal and interest, if not sooner paid, due March 25, 1990. with interest thereon from date at the rate of (14.0%) per centum per annum, to be paid: annually.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the town of Piedmont, containing one-half (½) acre more or less and being described in accordance with plat of property of Ronnie Dean Carver and Linda C. Carver prepared by Carolina Surveying Co. dated June 21, 1974, of record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5G, at Page 106, (Block Book reference, 90-610.1-1-18) and being the same property conveyed to the Mortgagor herein by Deed dated February 15, 1979 from J. C. Cox, Jr., said deed being recorded in the R.M.C. Office for Greenville County, South Carolina, on March 9, 1979 in Deed Book 1098, at Page 31.

ALSO SECOND PARCEL: ALL that certain piece, parcel, or strip of land lying, situate, and being in or near Piedmont, South Carolina, and described as follows, to-wit:

A parcel of land 50 feet wide by 190 feet in length located between the east line of Greenville Street (South Carolina Highway No. 20) and the west line of Seaboard Coast Line Railroad Company's 100 foot wide main track right-of-way; the south end of said parcel of land begins 2,377 feet north of the Seaboard Coast Line Railroad milepost AKL-45 as measured along the center line of Seaboard Coast Line's main track; containing .022 acres more or less, and being shown on print of Seaboard Coast Line's Division engineer's drawing No. AKL-45 dated May 8, 1979; this being the same property conveyed to the Mortgagor herein by Deed dated November 26, 1979 from Seaboard Coast Line Railroad Company, said Deed being recorded in the R.M.C. Office of Greenville County, South Carolina, on December 17, 1979 in Deed Book 1117, at Page 426.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.